

Tommie C. Martin, District I
610 E. Highway 260, Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

AGREEMENT NO. 072415
MOBILE SPAY AND NEUTER CLINIC
HUMANE SOCIETY OF CENTRAL ARIZONA, INC.

This Agreement is entered into by and between Humane Society of Central Arizona, Inc, hereinafter referred to as **Contractor**, and Gila County, hereinafter referred to as **County**.

This Agreement contains all the terms and conditions agreed to by the parties. No other understanding, or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties' hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the State of Arizona, County, or Contractor in any State or Federal Court.

GENERAL PROVISIONS

1. General Requirements

- A. The term of this Agreement shall be construed in accordance with Arizona law, any action thereon shall be brought in the appropriate court in the State of Arizona.
- B. The Contractor shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services, and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and worker's compensation.
- C. The Contractor is an independent Contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee, or agent of the County.

2. Amendments

All Amendments to this Agreement must be in writing and signed by both parties

3. Assignments/Subcontracting

No right, liability, obligation of duty under this Agreement can be assigned, delegated or subcontracted in whole or in part, without the prior written approval of the Gila County Manager.

4. Default

The County may suspend, terminate, or modify this Agreement immediately upon written notice to Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations.

5. Termination

- A. Either party may terminate this Agreement at any time, with thirty (30) days notice in writing to the other party (unless terminated by Gila County under Availability of Funds provision). Such notice shall be given by personal delivery or by Registered or Certified mail.
- B. This Agreement may be terminated by mutual agreement of the parties specifying the termination date therein.

6. Severability

Any provision of this Agreement which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

7. Non-Liability

The County, its officers and employees and its Grantor agencies shall not be liable for any act or omission by the Contractor or Subcontractor or any employee, officer, agent, or representative of Contractor or Subcontractor occurring in the performance of this Agreement, nor shall these entities be liable for purchases or agreements made by the Contractor in anticipation of funding hereunder.

8. Indemnity

The Contractor agrees to indemnify, hold harmless, and defend the County, its officers and employees, its Grantor agencies, their officers, boards, commissions and employees, from and against any and all claims, damages, costs or expenses of every type, all or any part thereof arising out of or in connection with or by reason of any act or omission of the Contractor or any Subcontractor or anyone directly or indirectly employed by either the Contractor or the Subcontractor. Contractor shall reimburse the County for its costs and for time spent by its attorneys based upon reasonable attorney's fees prevailing in the community, for defense of any litigation. Contractor shall include a clause to this effect in all subcontracts enduring to the benefit of the above named entities.

9. Technical Assistance

The County shall provide reasonable technical assistance to the Contractor to assist in complying with state and Federal laws, regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations and standards. However, this in no way relieves the Contractor of full responsibility and accountability for its actions and performance in compliance and in accordance with the terms of this Agreement.

10. Prohibition of Lobbying

The Contractor agrees that Contractor's employees or agents shall not utilize any Federal funds under the terms of this Agreement to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

11. Religious Activities

The Contractor agrees that costs, planned or claimed, including costs endured by any Subcontractor shall not include any expense for any religious activity or for any religious organization.

12. Political Activity Prohibited

None of the funds, materials, property or services contributed by the County or Contractor under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

13. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty the County shall have the right to annul this Agreement without liability.

14. Contract Compliance Monitoring

The County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Agreement. On-site visits for Agreement compliance monitoring may be made by the County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by the County's monitors, all record and accounts relating to the work performed or the services provided under this Agreement, or for similar work and/or service provided under other grants and Agreements.

15. Minimum Wage Requirements

The Contractor agrees and warrants that it shall pay all its employees engaged in performing work or providing services under the terms of this Agreement not less than the minimum wage under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended if Contractor has any such employees.

16. Recognition of County Support

The Contractor agrees to give recognition to the County and the funding source of its support when the Contractor publishes material or releases public information which is paid for totally or in part with funds received by the Contractor under the terms of this Agreement

17. Non-Discrimination

The Contractor in connection with any service or other activity under this Agreement shall not in any way otherwise discriminate against any person on the grounds of race, color, religion, sex, national origin, age, handicap, political affiliation or belief. The Contractor shall include a clause to this effect in all Subcontracts enduring to the benefit of the Contractor or the County.

18. Retention of Records

The Contractor agrees to retain all financial books, records, and other documents relevant to this Agreement for four (4) years after final payment or until after the resolution of any audit questions which could be more than four (4) years, whichever is longer, and the County, Federal auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of any and all said materials.

19. Legal Arizona Workers Act Compliance

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

20. Cancellation

This agreement is subject to the cancellation provisions of A.R.S. § 38-511.

21. Notifications

Notice under this Agreement shall be given by personal delivery or by registered or certified mail to the addresses set forth below and shall be effective upon receipt by the party to who addressed unless otherwise indicated in said notice.

Humane Society of Central Arizona, Inc.
Attn: Executive Director
605 W. Wilson Court
Payson, Arizona 85541
Phone: 928-474-5590

Gila County
Attn: County Manager
1400 E. Ash Street
Globe, Arizona 85501
Phone: 928-425-3231

SPECIAL PROVISIONS

1. Contractor shall mobilize their spay and neuter mobile clinic, at a designation to be determined by the Gila County Division of Health & Emergency Management, for a one day period, on a bi-monthly basis, beginning October 2015.
2. Contractor shall provide the mobile unit, a licensed veterinarian, an experienced veterinarian technician, and the necessary surgical supplies to perform a minimum of fifteen (15) surgeries per visit.
3. Gila County agrees to pay to the Humane Society of Central Arizona a flat rate of Seven Hundred and Eighty dollars (\$780) per visit. The fee covers: \$600.00 for the Veterinarian, \$130.00 for the Veterinarian Technician, and \$50.00 for surgical supplies.
4. In order to encourage spaying and neutering of cats and dogs in the County, the County desires to subsidize the additional per pet fees for spaying and neutering. Consequently, the County will pay the Humane Society of Central Arizona an additional amount for each cat or dog spayed or neutered for a pet owner based pursuant to the following fee schedule:
 - Cat Spay - \$30.00
 - Cat Neuter - \$20.00
 - Dog Spay 0-39 pounds - \$37.50
 - Dog Spay 40-70 pounds - \$47.50
 - Dog Spay over 70 pounds – plus \$0.50 per pound
 - Dog Neuter 0-39 pounds - \$35.00
 - Dog Neuter 40-70 pounds - \$40.00
 - Dog Neuter over 70 pounds – plus \$0.50 per pound

Additionally, the Humane Society of Central Arizona may charge pet owners fees pursuant to the following fee schedule:

- Cat Spay - \$30.00
- Cat Neuter - \$20.00
- Dog Spay 0-39 pounds - \$37.50
- Dog Spay 40-70 pounds - \$47.50
- Dog Spay over 70 pounds – plus \$0.50 per pound
- Dog Neuter 0-39 pounds - \$35.00
- Dog Neuter 40-70 pounds - \$40.00
- Dog Neuter over 70 pounds – plus \$0.50 per pound

The Humane Society of Central Arizona will be responsible for collecting the fee charged to pet owners. Gila County will not be responsible for any non-payment by owners.

5. The Humane Society of Central Arizona shall submit an itemized monthly invoice, based on the rates listed above, for payment. All invoices submitted by the Contractor shall reference the County Purchase Order Number and be submitted to Gila County Accounts Payable, 1400 E. Ash Street, Globe, Arizona, 85501. All invoices will be paid within thirty (30) days from date of invoice, pending verification by Gila County staff.
6. The above listed terms shall be in effect from October 01, 2015, to September 30, 2016. The County shall have the option to extend the Agreement for two (2) more one (1) year terms upon agreement of both parties.

IN WITNESS WHEREOF, Service Agreement No. 072415 has been duly executed by the parties hereinabove named, on the date and year first above written.


GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 9/15/15

HUMANE SOCIETY OF CENTRAL ARIZONA, INC.



Signature



Print Name